

EXHIBIT A

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the "Settlement Agreement") is made and entered into by and between STEPHANIE AMADOR ("CLAIMANT" or "Plaintiff"), and EL PASO TAQUERIA 1643 CORP., EL PASO DELI RESTAURANT CORP., EL PASO TAQUERIA CORP., DAVID GARNELO, RODRIGO ABRAHAM and ANGEL GRANDETEPOZ (collectively the "COMPANY" or "Defendants"), (CLAIMANT and the COMPANY are jointly referred to in this Settlement Agreement as the "Settling Parties"), as of 8/19/, 2016.

RECITALS

A. WHEREAS, on or about November 10, 2015, Claimant, Stephanie Amador filed an action (the "Action") against COMPANY alleging, *inter alia*, that COMPANY failed to pay her certain wages due in connection with services she performed on its behalf. The aforementioned Action is currently pending in the United States District Court, Southern District of New York, Case No. 15-CV-8878;

B. WHEREAS, no court has considered or determined the claims presented;

C. WHEREAS, COMPANY admits no wrongdoing, nor any liability with respect to CLAIMANT'S allegations;

D. NOW, THEREFORE, in consideration of the foregoing, and in consideration of the covenants, warranties and promises set forth below, receipt of which is hereby acknowledged, the Settling Parties agree as follows:

AGREEMENT

1. Consideration. The Settling Parties are entering into this Settlement Agreement in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged. CLAIMANT agrees that she will not seek any further consideration from COMPANY, including any monetary payment, beyond that which is set forth in Paragraph 2 of this Settlement Agreement.

2. Settlement Compensation and Release.

COMPANY agrees to pay CLAIMANT the settlement amount of \$23,000.00 as follows:

- a) On or before September 20, 2016, COMPANY shall deliver to Lee Litigation Group, PLLC, 30 East 39th Street, Second Floor, New York, NY 10016 (or any other address provided by CLAIMANT'S counsel), a certified check in the amount of \$3,833.35, without any deductions or withholdings, payable to "Lee Litigation Group, PLLC".

- b) On or before October 20, 2016, COMPANY shall deliver to Lee Litigation Group, PLLC, 30 East 39th Street, Second Floor, New York, NY 10016 (or any other address provided by CLAIMANT'S counsel), a check in the amount of \$3,833.33, without any deductions or withholdings, payable to "Lee Litigation Group, PLLC".
- c) On or before November 20, 2016, COMPANY shall deliver to Lee Litigation Group, PLLC, 30 East 39th Street, Second Floor, New York, NY 10016 (or any other address provided by CLAIMANT'S counsel), a check in the amount of \$3,833.33, without any deductions or withholdings, payable to "Lee Litigation Group, PLLC".
- d) On or before December 20, 2016, COMPANY shall deliver to Lee Litigation Group, PLLC, 30 East 39th Street, Second Floor, New York, NY 10016 (or any other address provided by CLAIMANT'S counsel), a check in the amount of \$3,833.33, without any deductions or withholdings, payable to "Lee Litigation Group, PLLC".
- e) On or before January 20, 2016, COMPANY shall deliver to Lee Litigation Group, PLLC, 30 East 39th Street, Second Floor, New York, NY 10016 (or any other address provided by CLAIMANT'S counsel), a check in the amount of \$3,833.33, without any deductions or withholdings, payable to "Lee Litigation Group, PLLC".
- f) On or before February 20, 2017, COMPANY shall deliver to Lee Litigation Group, PLLC, 30 East 39th Street, Second Floor, New York, NY 10016 (or any other address provided by CLAIMANT'S counsel), a check in the amount of \$3,833.33, without any deductions or withholdings, payable to "Lee Litigation Group, PLLC".

For and in consideration of the payments provided for in this Paragraph 2, subject to the terms and provisions of this Settlement Agreement, Claimant fully, finally, irrevocably and forever releases and discharges Company from federal and New York State wage and hour claims, which Claimant has or may have against Company, whether asserted in this action or not. The parties agree that Defendants will only issue a 1099 form to Lee Litigation Group, PLLC, who shall issue a 1099 form to the CLAIMANT.

Concurrent with the execution of this Agreement, each of EL PASO TAQUERIA 1643 CORP., EL PASO DELI RESTAURANT CORP., EL PASO TAQUERIA CORP., DAVID GARNELO, RODRIGO ABRAHAM and ANGEL GRANDETEPOZ shall execute a Confession of Judgment in the sum of \$35,000, less any payments already made, plus any fees and costs incurred in entering and enforcing the judgment, the forms of which are appended hereto as **Exhibits A-F**, which shall be given to Plaintiff's counsel to be held in escrow to secure the payment obligations of the Defendants hereunder. The

Confessions of Judgment shall not be filed unless and until Defendants default in payment. Once the Company has made full payment in accordance with the terms of this Agreement, the confessions of judgment shall be null and void.

In the event that Defendants fail to make a scheduled payment, Plaintiff shall provide a written "Cure Notice" to Defendants' attorney and Defendant Garnelo via e-mail at the following addresses: ccuevas576@aol.com and David@elpasony.com; and by overnight mail to the following addresses: Carlos Cuevas, Esq., 1250 Central Park Avenue, Yonkers, NY 10704 and Mr. David Garnelo, El Paso Taqueria 1643 Lexington Avenue, New York, New York 10029. Defendants shall have five (5) calendar days ("Cure Period") from receipt of the written "Cure Notice" by Defendants' attorneys to remit the payment. The failure of Defendants to cure the missed scheduled payment within the prescribed Cure Period shall be considered a default. In the Event of Default under the Settlement Agreement, Plaintiff shall be entitled to enter a money judgment against Defendants based on the Affidavits of Confession of Judgment.

3. Voluntary Dismissal With Prejudice. Upon the execution of this Agreement, Plaintiff will file a Notice of Dismissal With Prejudice in the Action.

4. Cooperation. CLAIMANT and COMPANY mutually agree that they will not disparage each other and will say or do nothing to bring discredit upon the other.

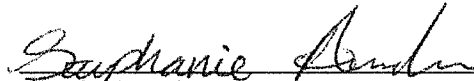
5. Entire Agreement. This Settlement Agreement constitutes the complete understanding of the Settling Parties. No other promises or agreements shall be binding unless agreed to in writing and signed by the Settling Parties.

6. Jurisdiction. The Settling Parties consent that the federal district court where the Action was originally filed will retain jurisdiction over any question or dispute arising out of or pursuant to this Settlement Agreement.

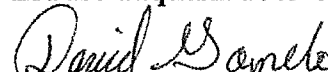
7. Headings. The Settling Parties understand and agree that the headings in this Settlement Agreement are for their convenience only, and have no legal significance.

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IN WITNESS THEREOF, the Settling Parties hereto evidence their agreement by their signature below.


Stephanie Amador


El Paso Taqueria 1643 Corp.

By: 
Name:
Title:

El Paso Deli Restaurant Corp.

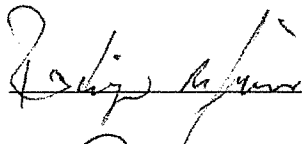
By: 
Name:
Title:

El Paso Taqueria Corp.


By: 
Name:
Title:



David Garnero



Rodrigo Abraham



Angel Grandetepoz

Jose Eusebio Grande